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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Carla Romita, Lawrence Scuder, Anthony  
E. Feda, John Maniscalco, and Allison A.  
Heaney, as TRUSTEES of the NEW  
YORK OIL HEATING INSURANCE  
FUND,

Plaintiffs,

vs.

HOP ENERGY, LLC,

Defendant.

**07 Civ. 9820 (CM/GWG)**

**ECF Case**

**ANSWER**

Defendant, HOP Energy, LLC (“HOP”), by its undersigned counsel, answers the  
Complaint as follows:

1. Denies any substantive allegations against HOP in paragraph 1 of the Complaint  
and otherwise does not respond to the allegations in paragraph 1 of the Complaint as they merely  
set forth a summary of the action and include a legal conclusion.

2. Lacks knowledge or information sufficient to respond to the allegations in  
paragraph 2 of the Complaint and leaves plaintiffs to their proof.

3. Does not respond to the allegations in paragraph 3 of the Complaint as they contain  
a legal conclusion and leaves plaintiffs to their proof.

4. Does not respond to the allegations in paragraph 4 of the Complaint as they contain a legal conclusion and leaves plaintiffs to their proof.

5. Admits that HOP is a Delaware limited liability company and otherwise does not respond to the allegations in paragraph 5 of the Complaint as they contain a legal conclusion and leaves plaintiffs to their proof.

6. Admits that HOP does business in this district and otherwise does not respond to the allegations in paragraph 6 of the Complaint as they contain a legal conclusion and leaves plaintiffs to their proof.

7. Admits that there existed a Collective Bargaining Agreement between HOP and Teamsters Local 553 (the "Agreement"), which was assigned to Approved Oil Co. of Brooklyn, Inc. ("Approved") on or about May 7, 2007, and otherwise denies the allegations of paragraph 7 of the Complaint and refers to the Agreement for its terms.

8. Refers to the Agreement for its terms and otherwise denies the allegations of paragraph 8 of the Complaint.

9. Refers to the Agreement for its terms and otherwise denies the allegations of paragraph 9 of the Complaint.

10. Refers to the Agreement for its terms and otherwise denies the allegations of paragraph 10 of the Complaint.

11. Repeats and realleges the allegations in paragraph 11 of the Complaint as if set forth at length herein.

12. Denies the allegations of paragraph 12 of the Complaint.

13. Repeats and realleges the allegations of paragraph 13 of the Complaint as if set forth at length herein.

14. Does not respond to the allegations in paragraph 14 of the Complaint as they contain legal conclusions and leaves plaintiffs to their proof.

15. Denies the allegations in paragraph 15 of the Complaint.

16. Denies the allegations in paragraph 16 of the Complaint.

17. Lacks knowledge or information sufficient to respond to the allegations in paragraph 17 of the Complaint and leaves plaintiffs to their proof.

18. Lacks knowledge or information sufficient to respond to the allegations in paragraph 18 of the Complaint and leaves plaintiffs to their proof.

19. Denies the allegations of paragraph 19 of the Complaint.

**FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiffs lack standing.

**THIRD AFFIRMATIVE DEFENSE**

Full or partial payment has been made for amounts demanded.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiffs have failed to joined an indispensable party, Approved, the assignee of the Agreement.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred in whole or in part pursuant to the terms of the Asset Purchase Agreement between HOP and Approved dated April 12, 2007 and the Assignment and Assumption Agreement between HOP and Approved dated May 7, 2007.

Dated: January 22, 2008

Respectfully submitted,  
LEVETT ROCKWOOD P.C.

By: /s/ Robert Laplaca  
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**CERTIFICATION**

I hereby certify that on January 22, 2008, a copy of the foregoing was filed electronically and served by mail on anyone listed below who has appeared and is unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties who have appeared by operation of the Court's electronic filing system or by mail to anyone who has appeared unable to accept electronic filing. Parties may access this filing through the Court's ECF system.

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